

## EXHIBIT L

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*Attorneys for Tucker Defendants, Counterclaimants,*

*And Third-Party Claimants*

**IN THE UNITED STATES DISTRICT COURT**

**IN AND FOR THE DISTRICT OF ARIZONA**

Labor Smart, Inc.

Plaintiff,

v.

Jason and Melissa Tucker,

Defendants.

And related Counterclaims

and Third-Party Claims.

Case No. 2:22-cv-00357-PHX-DJH

**THIRD SUPPLEMENTAL  
RULE 26(a)  
DISCLOSURE STATEMENT**

(Before the Hon. D. Humetewa)

Pursuant to Rule 26(a), Fed. R. Civ. P., Defendants, Counterclaimants and Third-Party Claimants Jason and Melissa Tucker provide their *Third* Supplemental Disclosures as applicable to their defenses, Counterclaims, and Third-Party Claims against each Holley, McBride, Zarro, and NextGen Beverages, LLC.<sup>1,2</sup>

<sup>1</sup> As the record in this case has already established (*see*, Docs. 189, 203), none of the spouses – Melissa Tucker, Chirine Holley, and/or Kimberly Zarro have been alleged to have engaged in any type of wrongdoing. All three (3) women were named as part of their respective marital communities. Thus, Tucker, Holley and Zarro may all be referred to individually; the singular or plural use for any of these martial communities may be used interchangeably without any waiver by the Tuckers to pursue community **liability**.

<sup>2</sup> The Third-Party Claims against Takeover Industries, Inc. and Joseph Pavlik are being handled by independent counsel, Spencer Freeman, who made a fulsome (and timely) Initial Disclosure on May 5, 2025. The Tuckers expressly incorporate any and all Disclosures completed by independent counsel as if repeated here *verbatim*, and this Disclosure (and all further disclosures) should be deemed supplemental, and the Tuckers intend to rely on all of their disclosures, regardless of the disclosing attorney/firm.

1 more than \$243,000; c) Takeover owned significant Intellectual Property, including use  
2 of the name NXT LVL, proprietary formulas and technological knowledge for its  
3 beverages, website(s), and marketing. By fraudulently transferring Takeover's assets into  
4 an entity where the Tuckers had no ownership, and by ceasing operations of Takeover  
5 knowing that Takeover owed at least \$175,000 in compensation to Mr. Tucker, these  
6 parties have caused a minimum of \$1,500,000 in losses to the Tuckers.

7 ***Breach of Fiduciary Duties, Aiding and Abetting Tortious Misconduct, Breach***  
8 ***of the July 2021 Agreement, Breach of the Covenant of Good Faith & Fair Dealing,***  
9 ***and Conspiracy by Holley, Pavlik, and McBride - \$2,500,000***

10 In addition to being jointly and severally liable for the \$1,500,000 in damages  
11 caused by Labor Smart, Inc., Takeover, and NextGen, each Holley, Pavlik and McBride  
12 further breached a July 2021 Agreement that promised Tucker 12 Preferred Shares in  
13 Labor Smart (LTNC) and 750 million Common Shares at the time that Labor Smart/  
14 LTNC received a "current" status from OTC Markets. By breaching their Contract and  
15 the related covenant of good faith and fair dealing, Holley, Pavlik and McBride are  
16 jointly and severally liable for at least an additional \$750,000 in damages, and maybe as  
17 much as \$1,000,000, making this joint and several category in the \$2,500,000 range.

18 ***Aiding and Abetting Tortious Misconduct by Zarro - \$2,500,000***

19 For his role in aiding and abetting Holley, McBride, and Pavlik to commit  
20 wrongdoing, aiding and abetting Takeover in withholding funds due to Tucker, aiding  
21 and abetting Labor Smart to commit Abuse of Process, and aiding and abetting Takeover  
22 and NextGen to commit fraudulent transfer, and intentionally interfering with the  
23 Tuckers' ability to sell shares of their LTNC stock, Zarro is jointly and severally liable  
24 for the damages suffered by the Tuckers.